

BOSTON REDEVELOPMENT AUTHORITY

REPORT AND DECISION ON THE APPLICATION OF
SAVIN HILL APARTMENTS COMPANY FOR THE
AUTHORIZATION AND APPROVAL OF A PROJECT
UNDER MASSACHUSETTS GENERAL LAWS (TER.ED.)
CHAPTER 121A AS AMENDED, AND CHAPTER 652
OF THE ACTS OF 1960, TO BE UNDERTAKEN AND
CARRIED OUT BY A LIMITED PARTNERSHIP
ORGANIZED PURSUANT TO M.G.L., C.109 AND
APPROVAL TO ACT AS AN URBAN REDEVELOPMENT
LIMITED PARTNERSHIP UNDER SAID CHAPTER 121A

A. The Hearing. A public hearing was held at 2:00 p.m. on August 23, 1979 continued in the offices of the Boston Redevelopment Authority (hereinafter called the "Authority"), at City Hall, Room 921, Boston, Massachusetts 02201, by the Authority on an Application dated July 27, 1979, (hereinafter called the "Application"), filed by Corcoran, Mullins, Jennison, Inc., on behalf of Savin Hill Apartments Company, for authorization and approval of a redevelopment project under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, as amended, (hereinafter called the "Project"), due notice of said hearing having been given previously by publication on August 10, 1979 and August 17, 1979, in the Boston Herald American, a daily newspaper of general circulation published in Boston and mailing postage prepaid in accordance with Rule 4 of the Rules and Regulations of the Authority for securing approval of Chapter 121A projects, and in accordance with the provisions of Section 13 of Chapter 652 of the Acts of 1960, as amended. Robert L. Farrell, Chairman of the Authority, James G. Colbert, Joseph J. Walsh, James K. Flaherty and James E. Cofield, Jr., members of the Authority, were present at the hearing.

B. The Project. The Project Area consists of 74,330 square feet of land bounded by Auckland Street, Dewar Street, the Boston Insulated Wire Co., and the land of Richard A. Dwan. A full metes and bounds description is attached to the Application as Exhibit A.

The Project consists of the rehabilitation of a five story industrial structure into one hundred thirty-two (132) residential apartments for elderly and handicapped persons. All of the units of the proposed project will receive rental assistance pursuant to Section 8 of the U.S. Housing Act of 1937, as amended.

In conjunction with the renovation of the largest structure, several smaller sheds will be demolished and the existing plumbing supply yard cleared, landscaped, and transformed into a park for the residents of the Project. In addition, an area for certain outdoor activities will be provided, as well as space for a tenant's vegetable garden.

Other amenities which will be created by the Project include two common rooms, one with a kitchen, sitting rooms and laundry facilities on each floor; and an outdoor terrace situated off the main lobby.

C. Authority Action. In passing upon the Application, the Authority has considered the Application itself, all documents, plans and exhibits filed therewith or referred to therein, the oral evidence presented at the hearing, the exhibits offered in evidence at the hearing, and arguments and statements made at the hearing.

D. Project Area. The Project as defined in the Application constitutes a "Project" within the meaning of Section 1 of Chapter 121A of the

General Laws, providing, as it does, for the construction in a blighted, decadent, and substandard area of decent, safe, and sanitary housing for the elderly and handicapped.

The Project is designed to assist recent efforts initiated by the City of Boston to restore an economically stable community adjacent to Dorchester Avenue in Savin Hill. The area in which the Project is located, however, suffers from a number of conditions which are detrimental to the safety, health, morals, welfare and sound growth of the Savin Hill Community.

An important consideration in evaluating the Project is that changing economic conditions have rendered the site inappropriate for an industrial use. Some evidence of this is provided by the fact that the existing facility is only twenty percent (20%) occupied and its tenants do not generate sufficient revenue to support adequate maintenance and to pay real estate taxes. Taxes assessed on the site have not been paid since fiscal 1972 and the current owner has attempted since at least that time to find an industrial user willing to purchase the site. The fact that the site has been on the market for such an extended period is the best evidence that industrial use of the site is impracticable.

In addition, since the existing use is uneconomical, the City will be forced to take for unpaid taxes a site that will increasingly become a local hazard and eyesore. Any further deterioration of the property will depress property values in the surrounding area. In the opinion of the Applicant, not only is the area currently "decadent",

but the failure to redevelop the property in the very near future will be to the lasting detriment of Savin Hill Community.

Conditions within the area surrounding the site also justify a finding that the area is decadent. Existing buildings in the area are characterized by poor structural condition and low levels of maintenance. Several vacant triple-deckers abut the Project site and adjoining industrial sites are only partially occupied. Dorchester Avenue, which passes one block from the Project site, has many vacant store fronts, and inappropriate land uses. A recent report prepared by the Authority (Dorchester Avenue in Columbia-Savin Hill, June 1978) indicates severe declines have been experienced in commercial activity in the area. Industrial uses throughout the area have also been in decline for the past two decades.

Finally, the area has not generated new residential, industrial, and commercial facilities to replace the existing structures declining from age or lack of repair further contributing to decadent and sub-standard conditions in the area. New construction in the area is improbable without the aid of the public sector. The Project site reflects conditions in the area. One portion of the site is currently used as a plumbing supply yard. This use tends to be unsightly, and to contribute to parking and traffic problems. In addition, this use is incompatible with adjoining residential uses. The remainder of the site contains a large industrial structure, and several smaller unattached sheds. It has broken windows, its outer surfaces are covered with graffiti, and garbage litters the site. The exterior of

this building will require repair if the building is to utilized.
The smaller sheds are unsafe as they are near to collapse.

The site would not be developed without the real estate taxes being limited to a percentage of the Project's estimated gross annual income, evidenced by the requirement of the mortgage lender attached to the Application. Percentage levels as a basis for taxation can only be lawfully agreed to by the City of Boston under G. L. Chapter 121A, Section 6A. These conditions and other factors referred to in the Application and this Report and Decision warrant the carrying out of the Project in accordance with Chapter 121A.

For these reasons it is found that the Project Area is a Blighted, decadent and substandard area within the meaning of Chapter 121A, as amended. It is unlikely that the conditions will be remedied by the ordinary operations of private enterprise.

The Project will provide substantial financial return to the City of Boston. The amounts to be paid in lieu of real estate taxes by the Applicants are set forth in the Application. There shall be paid to the City of Boston a percentage payment in lieu of real estate taxes, in each of the thirty (30) calendar years after approval of the Project.

E. Cost of the Project. In the opinion of the Authority, the cost of the Project has been realistically estimated in the Application and the Project is practicable. The estimated minimum cost of the Project

will be approximately \$5,995,682. The land acquisition cost is approximately \$675,000. No more than ninety (90%) percent of the project costs will be financed by debt.

The Project cost will be financed by Savin Hill Apartments Company own funds or, at its election, by construction and permanent mortgage financing provided by institutional lenders, and MHFA, and the proceeds of Capital contributions derived from syndication to limit partners.

The following persons have or may have, a direct or indirect beneficial interest in the Project:

- (a) Concoran, Mullins, Jennison, Inc., and its shareholders:
 - (1) Joseph E. Corcoran,
 - (2) Joseph R. Mullins, and
 - (3) Gary A. Jennison;
- (b) the Mortgagees described above,
- (c) holders of beneficial interest in the Savin Hill Apartments Company or any permitted transferee.

Experience with similar financing and organization methods persuades the Authority that the financial program is realistic.

F. Consistency with Master Plan. In the opinion of the Applicant, the Project does not conflict with the Master Plan for the City of Boston. The Project will eliminate in Dorchester two industrial uses in a predominantly residential area which is a type of incompatibility sought to be eliminated in Dorchester by the Master Plan.

G. Effect of the Project. The Project will not be in any way detrimental to the best interests of the public or the City of Boston or to the public safety and convenience and is not inconsistent with the most suitable development of the Project Area neighborhood or of the City. The Project, will, in fact, forward the best interests of the City and will constitute a public use and benefit. The Authority finds that this Project will enhance the general appearance of the area and will furnish attractive and necessary landscaping and provide much needed elderly and handicapped housing. The Project will have a positive economic impact on the neighborhood surrounding the Project Area and on the City of Boston. During construction of the Project, the Project general contractor will be required, to the best of its ability, to grant preference in hiring to Boston residents as set forth in the Application

H. Environmental Considerations. Pursuant to the provisions of Section 61 of Chapter 30 of the General Laws (as inserted by Chapter 781 of the Acts of 1972), the Authority hereby finds and determines that the Project will not result in significant damage to or impairment of the environment and further finds and determines that all practicable and feasible means and measures have been taken, or will be utilized, to avoid or minimize damage to the environment. As a result of the investigations and report of the Authority's staff and of its own knowledge, the Authority hereby finds that:

1. The Project will not adversely affect any open space or recreation area or any aesthetic values in the surrounding area.
2. The Project will not adversely affect any archaeological or historical site, structure, or feature.

3. The Project will not adversely affect any significant natural or man-made feature or place but is determined to be compatible with the surrounding environment.
4. Being located in an urban area, the Project will not affect any wilderness area or area of significant vegetation and will not adversely affect any rare or endangered fisheries, wildlife or species of plants.
5. The Project will not alter or adversely affect any flood hazard area, inland or coastal wetland, or any other geologically unstable area.
6. The Project will not involve the use, storage, release, or disposal of any potentially hazardous substances.
7. The Project will not affect the potential use or extraction of any agricultural, mineral, or energy resources.
8. The Project will not result in any significant increase in consumption of energy or generation of solid waste.
9. The Project will not adversely affect the quantity or quality of any water resources and will not involve any dredging.
10. Except necessarily during the construction phase, the Project will not result in the generation of a significant amount of noise, dust, or other pollutants, and will not adversely affect any sensitive receptors.
11. The Project will not adversely affect any area of important scenic value.
12. The Project will not conflict with any Federal, State, or local land use, transportation, open space, recreation, and environmental plans and policies.
13. The Project will require deviations from the Zoning Code of the City of Boston as further detailed herein, but not in such a manner as will cause damage to the environment.

In order to avoid or minimize any damage to the environment, the Authority hereby requires that the applicant comply with the City of Boston Air Pollution Control Commission's Regulations for the Control of Noise and Regulations for the Control of Atmospheric Pollution

during all phases of construction activity, furthermore, if the rehabilitation involves any abrasive blasting of interior or exterior surfaces, the contractor must submit an application for an Abrasive Blasting Permit to the City of Boston Air Pollution Control Commission prior to initiation of such activity.

I. Minimum Standards. The minimum standards for financing; construction, maintenance and improvement of the Project as set forth in Exhibit 13 filed with and attached to the Application, are hereby adopted and imposed as Rules and Regulations (in addition to those hereinafter adopted and imposed) applicable to this Project for the same period as the Project is subject to the provisions of Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended.

In addition to the minimum standards set forth in Exhibit C, the Authority hereby requires that the Applicants, prior to obtaining a building permit, (1) enter into a Regulatory Agreement with the Authority pursuant to the requirements of General Laws, Chapter 121A, Section 18C, and containing such other terms and conditions as the Authority may in its discretion deem necessary and appropriate; (2) submit to the Authority for its review and approval all plans and specifications for the Project as the Authority may require and accept such changes and modifications thereto as the Authority may deem necessary or appropriate, and (3) adhere to such design review controls and requirements as the Authority may in its discretion impose.

The carrying out of the Project will not require the grant of a

permit for the erection, maintenance and use of a garage within 500 feet of one or more buildings occupied in whole or in part as a public or private school having more than 50 pupils, or as a public or private hospital having more than 25 beds, or as a church.

The Project, does not involve the construction of units which constitute a single building under the State Building Code and Zoning laws.

J. Zoning Code Deviations. Exhibit E to the Application lists the zoning code deviations requested. For the reasons set forth in the Application and the evidence presented at the hearing, the Authority finds that the deviations attached hereto and incorporated by reference as Exhibit A are necessary for the carrying out of the total project and are therefore granted without substantially derogating from the intent and purposes of the applicable laws, codes, ordinances and regulations respectively.

K. Duration of Period of Tax Exemption. In addition to the base term of fifteen (15) calendar years for the Project's period of tax exemption, pursuant to the provisions of Section 10 of Chapter 121A, as amended by Chapter 827 of the Acts of 1975, the Authority hereby determines that the Project shall be entitled an extension of ~~fifteen~~ (15) years beyond the base period. This determination is based upon the fact that the Applicant's Project is financed and subsidized under HUD Section 8 Program to assist the construction of housing for the elderly and handicapped.

In the event that prior to the expiration of the ~~thirty~~ years, the project ceases to be a subsidized project pursuant to the HUD, Section 8 Program as outlined on page 2 hereto, or a similiar contract or commitment under any successor subsidy program and the Owner has failed to enter into a new 6A Tax Agreement prior to the expiration of the Section 8 subsidy then the Authority and Owner agree that the Project shall pay to the City of Boston, pursuant to Section 6A, Chapter 121A, an amount equal to that which the Project would pay if taxed in accordance with the City of Boston taxing procedures less any excise payable under Chapter 121A.

L. Decision. For all the reasons set forth in the foregoing report, the Authority hereby approves the undertakings by the Applicant of the Project pursuant to Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, subject to the provisions as set forth above.

Exhibit A

Proposed deviations from Boston Zoning Code:

- (1) To allow a change in occupancy from the manufacture of raincoats and other items to 132 units of housing for low and moderate-income elderly and handicapped persons in a General Industrial (I-2) district.
- (2) To allow the off-street parking to be less than the requirements of such district. The project provides forty-three (43) parking spaces, while ninety-two (92) are required in this district.

OCTOBER 18, 1979

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: REPORT AND DECISION ON THE CHAPTER 121A APPLICATION OF SAVIN HILL APARTMENTS COMPANY

In response to specific issues raised by the Authority, the Applicant has submitted the attached information with respect to project funding and relocation, and the resolution of taxes outstanding on property within the project area.

On August 23, 1979, the Authority conducted a public hearing with respect to the above-captioned Application.

The Project consists of the rehabilitation of a five story industrial structure into 132 residential units for elderly and handicapped. The Project will receive rental assistance under the Section 8 Program.

With respect to the issue of tax liabilities outstanding on the Property, a resolution has been reached which has been mutually agreed to by the Applicant, the present owner of the Property, the City and the State.

The Staff has examined the Application and found that it contained sufficient evidence in support of the Project to permit the Authority to make those findings and determinations necessary to proceed with the approval of the Project.

It is therefore recommended that pursuant to Chapter 121A of the General Laws, the Authority adopt the Report and Decision approving the Project.

An appropriate Vote follows:

VOTED: That the document presented at this meeting entitled "Report and Decision On The Application of Savin Hill Apartments Company, for the Authorization and Approval of a Project Under Massachusetts General Laws (Ter.Ed.) Chapter 121A, As Amended, and Chapter 652 of the Acts of 1960, to be Undertaken and Carried Out by a Limited Partnership Organized Pursuant to M.G.L., C. 109 and Approval to Act as an Urban Redevelopment Limited Partnership Under said Chapter 121A" be and hereby is approved and adopted.

October 9, 1979

Mr. Robert Ryan, Director
Boston Redevelopment Authority
Boston City Hall
One City Hall Square
Boston, MA 02108

Re: Savin Hill Apartments - 121A
130 Auckland Street

Dear Mr. Ryan:

At the October 4, 1979, meeting of the Boston Redevelopment Authority, issues were raised by the Board with respect to (1) Section 8 subsidy recapture funds; (2) tax arrearages; and (3) relocation. At this time, I would like to submit the following information to clarify these issues.

1. Section 8 Subsidy. On September 28, 1979, HUD approved a Set Aside of Section 8 subsidy funds for 132 units of elderly and handicapped housing units for the Savin Hill Apartments project. A letter from HUD to the Massachusetts Housing Finance Agency (MHFA) committing these funds is attached. Also attached for your information is the MHFA commitment letter for the construction and permanent financing of the project.
2. Taxes. The Commonwealth of Massachusetts' Department of Revenue has granted an abatement on the outstanding real estate taxes to the owner under an 8 of 58 filing. The resolution of this tax situation is outlined in the attached letter from Edward Collins, Department of Revenue, to Barbara Cameron, Boston Assessing Commissioner (dated September 28, 1979). The applicant has a binding Purchase and Sale Agreement with the current owner, and both parties have agreed to accept the terms of the abatement as stated in the attached letters.

Mr. Robert Ryan

-2-

October 9, 1979

3. Relocation. Attached please find a map of the project area. As indicated, no residential properties are located within the project area. The applicant has entered into a Purchase and Sale Agreement with the owner of the plumbing supply yard and seller is already in the process of vacating the premises.

If I can be of any further assistance in supplying information, please feel free to call me at 328-3100.

Sincerely,



Stephanie S. Wasser
Project Director

SSW:SB

Enclosures



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AREA OFFICE
BULFINCH BUILDING, 15 NEW CHARDON STREET
BOSTON, MASSACHUSETTS 02114

John F. Kennedy Federal Building
Boston, Massachusetts 02203

SEP 26 1979

IN REPLY REFER TO:
1.1EDE

Mr. John T. Eller
Executive Director
Massachusetts Housing Finance Agency
45 School Street
Boston, Mass. 02108

Dear Sir:

Application/Project No. MA06-H058-114/Savin Hill
Boston, Mass.

You are hereby notified that: (1) your agency's Application for Assignment of Portion of Set-Aside to Specific Project dated September 18, 1979 for housing to be assisted by housing assistance payments pursuant to Section 8 of the United States Housing Act of 1937 is approved; (2) annual contributions contract authority in the amount of \$871,020* has been reserved for this project; and (3) your agency, if it has not already submitted a proposal, is authorized to select an Owner willing to provide such housing, and to submit to HUD a new construction or substantial rehabilitation proposal in accordance with 24 CFR, Sections 883.105, 883.106, or 883.309, as applicable. Unless an Agreement to Enter into Housing Assistance Payments Contract is executed by your agency and an Owner and submitted to this office within six months of the date of this notification, this notification shall expire and the units not covered by any such Agreement shall automatically be cancelled, unless the Assistant Secretary for Housing Production and Mortgage Credit agrees in writing to extend the date.

Subject to fulfillment of all administrative and statutory requirements, an Annual Contributions Contract will be executed covering the number of units specified below.

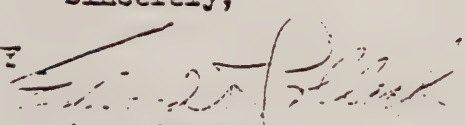
<u>Unit Size</u>	<u>Gross Rent**</u>	<u>Units</u>
1 BR	\$525	120 (Elderly)
2 BR	600	9 (Elderly)
3 BR	779	3 (Family)

*This amount includes an Administrative Fee of \$22,176.

**Utility Allowance included: 1-BR \$20; 2-BR \$24; 3-BR \$28.

A rent comparability test must be conducted at proposal stage.

Sincerely,


Area Manager



THE COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING FINANCE AGENCY

OLD CITY HALL • 45 SCHOOL STREET

BOSTON, MASSACHUSETTS 02108 • (617) 723-6800

JOHN T. ELLER

EXECUTIVE DIRECTOR

July 3, 1979

Savin Hill Apartments Company
c/o Corcoran, Mullins, Jennison, Inc.
1776 Heritage Drive
Quincy, Massachusetts 02171

Attn: Mr. Joseph Corcoran

Re: Savin Hill Apartments
MHFA #78-062-R

Dear Mr. Corcoran:

The Massachusetts Housing Finance Agency (MHFA) has received your application in connection with a proposed 132 unit project at 130 Auckland Street, Boston, Massachusetts.

We are pleased to advise you that by vote of the members, adopted at a meeting held this date, the Agency authorized execution and delivery of this loan commitment to you for (1) a construction loan in the principal amount of \$5,396,112 for a term expiring upon the first to occur of the completion of construction or the expiration of 18 months, with monthly payments of interest in arrears on the amount which is from time to time advanced and a financing charge of 2% payable at closing; and (2) a permanent mortgage loan in the principal amount of \$5,396,112 with monthly payments of principal and interest in arrears, computed as if interest were payable semi-annually and principal annually, to be made upon completion of construction, after the construction and all related site improvements have been completed in full compliance with the approved final plans and specifications for 30 years.

The interest rate on the construction loan will be set at a rate of 1/2% in excess of the rate which MHFA must pay from time to time to fund the construction loan. If the term of the construction loan is extended beyond expiration, with approval of MHFA, due to your failure to complete construction, the interest rate will be adjusted as may be necessary to achieve a rate 1/2% in excess of MHFA's then current cost of borrowing, and there shall accrue monthly on such loan an amount equal to 1/18 of said 2% financing charge. The interest rate on the permanent loan shall be set at a rate related to MHFA's cost of borrowing money to fund the permanent loan. Based upon advice of investment counsel as to MHFA's probable cost of issuing its obligations on the municipal bond market, it is anticipated that MHFA will charge you a rate of 7.25% per annum for the construction loan and 7.8% per annum for the permanent loan. However, you understand that if the interest rate charged by MHFA for the construction loan exceeds 7.25% or for the permanent loan exceeds 7.8% you will be obligated under the project contract documents to pay such higher rate. The Agency reserves the right to add its usual .5% override in the event the interest rate on the permanent loan is 7.3% or less.

This commitment is subject to your compliance with all of the following conditions and requirements, to the complete satisfaction of the agency:

1. The market rate rental, below-market rate rental, and minimum adjusted rental, as defined in Section 6 of the Massachusetts Housing Finance Agency Act, chapter 708 of the Acts of 1966, as amended (the "Act") and the regulations of the MHFA, and the actual Project rentals, for each dwelling unit in the project, shall be as set forth in the Schedule attached hereto.
2. Not less than 25% of the units in the Project shall be rented at all times to low-income persons or families at or below the adjusted rentals. Rentals received in excess of the below-market rental established for each unit shall be applied, pursuant to such regulations as MHFA shall from time to time make and publish, to reduce rentals from the below market rental to achieve and reduce rentals in accordance with Section 6 (c) of the Act. Once each year, tenants whose annual incomes subsequently increase to the point where such incomes exceed seven times the rental then being charged for the unit occupied shall have the rental for that unit increased to a figure (not in excess of the market rate rental) which will equal one-seventh of the tenant's then net annual income.
3. The loan shall be evidenced by one or more promissory notes, payable to the order of MHFA, and be secured by one or more first mortgages in form and substance satisfactory to MHFA, which shall in the opinion of Counsel for the Agency constitute a legal first lien upon the premises. All questions shall be resolved and approvals granted relating to property, title, zoning, building codes, assessments, and related matters, in a manner which shall be entirely satisfactory to the agency, and at your expense. MHFA shall be furnished all materials and documents, including surveys, and plans showing boundaries, locations of improvements, conditions and uses of the land, as MHFA may consider useful or necessary. You shall deposit with MHFA each month an amount sufficient to pay, before the same become past due, all taxes, assessments, and project insurance premiums.
4. You shall enter into a Regulatory Agreement satisfactory in form and substance to MHFA including but not limited to provisions for (a) management of the property after occupancy, (b) compliance with amendments to the Tenant Selection Plan, and (c) procedures relating to changes in the amounts to be charged as rentals, including your compliance with Section 7 (b) of the Act.
5. You shall enter into a Construction Loan Agreement satisfactory in form and substance to MHFA, including but not limited to provisions for a notice of the times of certain

stated events during the period of construction, in order to permit inspection by or on behalf of MHFA at such stated times.

6. You shall provide a security instrument in form required by the Uniform Commercial Code, sufficient to create a first lien on all chattels and personal property used in the construction and operation of the real property, and any other documents and instruments which MHFA shall consider necessary or useful to perfect its security interest in any such real or personal property.
7. You shall submit all plans and specifications for the Project, for MHFA's design review and approval. This commitment is expressly conditioned upon MHFA's approval of the plans and specifications for the Project.
8. As security for the payment of labor and materials under the construction contract, you shall provide a performance bond, a labor and materials bond, and a lien bond, securing MHFA and the Mortgagor in the amount of 100% of the price of the construction cost.
9. The MHFA financing fee of 2% of the amount of the loan shall be payable at the closing as well as land allowance, earned architecture fees, and other approved closing costs exclusive of amounts pledged to equity.
10. Mortgage title insurance, at your expense, in standard American Land Title Association Mortgage form, including mechanics' lien coverage, insuring MHFA against loss or damage, or other assurance of title satisfactory to bond counsel, must be issued in the full amount of the loan.
11. A survey must be provided by a licensed surveyor, certified to the Massachusetts Housing Finance Agency, dated within 30 days of the closing date, and satisfactory to bond counsel and the title insurance company.
12. This commitment is expressly subject to the ability of MHFA, having secured a favorable opinion from bond counsel, to market obligations in sufficient amounts to fund the project.
13. This commitment shall remain in effect until September 5, 1979. It shall not be assignable, and shall immediately terminate in the event of the appointment of a receiver for any part of your property, or the commencement of any proceeding against you under any bankruptcy or insolvency laws.

14. This commitment is subject to the availability of Federal, state or housing authority subsidies adequate to guarantee MHFA's requirement that 25% of the units be available to low income persons and families.
15. This commitment is made expressly subject to the developer and contractor entering into the MHFA Minority Hiring Contract prior to closing.
16. You will request from the Agency a schedule of prevailing wages. Such schedule will be issued by the Commissioner of Labor and Industries, under the authority of § 26, 27, 27B, 27C and 27D of MGL c. 149, and shall be valid for 120 days. At the closing date of this project, a schedule of prevailing wages less than 120 days old must be included in the closing documents. This schedule will remain in effect for the life of the job.

The mortgagor is to comply with regulations and contracts required pursuant to the Section 8 subsidy unless a higher standard is established by statute or by the agency rules and regulations in which case the higher standard prevails.

17. All out-of-state corporations must be registered to do business in Massachusetts and must supply the Agency with a certificate from the office of the Secretary of State.
18. If the Secretary of Environmental Affairs has determined the project will not cause damage within the meaning of Sections 61 and 62 of Chapter 30, of the Massachusetts General Laws as amended, an environmental impact report will not be required. If the Secretary of Environmental Affairs determines that an environmental impact report is necessary, this commitment will not take effect until 60 days after notification of availability of the final environmental impact report indicating no environmental damage.
19. The Agency reserves the right to reject the Developer and/or the Contractor based on their previous adherence to EEO requirements. This commitment is further conditioned upon the developer contacting the Equal Employment Opportunity Officer within five (5) days after the acceptance of this letter.
20. Prior to closing, the architect(s), engineer(s), and attorney(s), for the project must show proof of errors, omissions, and malpractice insurance. The architect's (s') policy must be for 25% of the construction amount or \$1,000,000, whichever is less. The attorney's (s') policy

must be for .5% of the mortgage amount or \$1,000,000, whichever is greater. On projects in excess of \$10,000,000, a sum will be agreed upon by the architect(s), the attorney(s) and the Agency. Mechanical, structural, and electrical engineers will be required to secure insurance for 25% of the value of the work performed on the job. All such insurance must be in full force and effect from the inception of the insured's commencement of professional services relating to the project.

Evidence of perils (fire) insurance on the building in the amount of the mortgage loan, together with a letter from the insurance company agreeing to provide rental insurance at the appropriate time, shall be presented prior to closing. Owner's liability insurance in the amounts of \$500,000/1,000,000 - bodily injury and \$250,000 - property damage, as well as contractor's liability insurance in the amounts of \$500,000/1,000,000 - bodily injury, \$250,000 - property damage, and Statutory coverage for Workmen's Compensation, shall also be presented prior to closing.

In all cases, binders and certificates of insurance must have original signatures of the agents thereon and be made out to Massachusetts Housing Finance Agency. Thirty days cancellation notice to MHFA is required.

21. This commitment is subject to the availability of Section 8 subsidy funds as shown on the attached rent schedule and including an administrative fee of not less than \$22,176.
22. Prior to closing, all requirements of MHFA with regard to debt service and specified escrows on prior MHFA projects of this developer, or any member of the developer entity, must be current.
23. Each General Partner Developer (each member thereof, whether individual or corporate) and each General Contractor shall obtain from the Massachusetts Department of Revenues a Certificate of Good Standing prior to the closing of any loan or increase thereof.
24. Subject to submission of an appropriate letter of intent to syndicate the project on terms acceptable to the Executive Director of MHFA..
25. Subject to the owner's providing letters of credit, syndication proceeds, and completion guarantees all as required by, and funded in a form acceptable to, the Executive Director of MHFA.

26. Subject to execution of a Letter of Understanding with MHFA whereby the owner shall agree to provide a fixed percentage of units in the project for the physically and/or mentally handicapped.
27. This commitment is conditioned upon qualifications of the mortgagor entity upon chapter 121A of the General Laws of Massachusetts and the execution by the mortgagor entity of a tax agreement with the City of Boston, whereby the mortgagor entity is obligated to pay real estate taxes in approximately the amount set forth in the mortgage application.

This commitment is valid only if signed and returned to this agency by July 27, 1979.

If the foregoing is acceptable to you, please execute and return the enclosed copy of this letter.

MASSACHUSETTS HOUSING FINANCE AGENCY

By

John I. Eller

ACCEPTED:

Joseph R. Mullins

Date:

July 17, 1979



The Commonwealth of Massachusetts

Department of Revenue

Leverett Saltonstall Building,

100 Cambridge Street, Boston 02204

L. JOYCE HAMPERS

COMMISSIONER

EDWARD J. COLLINS, JR.

DEPUTY COMMISSIONER

September 28, 1979

Barbara G. Cameron
Commissioner of Assessing
City Hall
Boston, Ma.

Re: 130 Auckland Street

Dear Commissioner:

Permission to abate \$123,758 from the outstanding principal real estate tax amounting to \$478,140 and interest in the amount of \$34,626 from the outstanding interest and costs amounting to \$138,502 is hereby granted subject to the following conditions:

1. Payment is made to the City of Boston of remaining outstanding real estate taxes on the subject property in an amount not less than \$354,382 prior to the issuance by the City of the abatements.
2. Payment is made to the City of Boston of remaining outstanding interest and costs on the subject property in an amount not less than \$103,876 prior to the issuance by the City of the abatements.
3. Water and sewer use charges in the amount of \$435.00 shall be paid to the City of Boston prior to the issuance of the abatements.
4. Property is sold to Corcoran, Mullins, Jennison, Inc. and construction is begun on the proposed 132 unit project as approved by the Mass Housing Finance Agency, #78-062-R as approved by the MHFA in their letter of July 3, 1979 and the construction amount is \$5,396,112.
5. The execution of a 121A Tax Agreement with the City of Boston prior to the issuance of the abatements with a minimum annual tax projection of \$100,000.

Very truly yours,()

A handwritten signature in dark ink, appearing to read "Edward J. Collins, Jr.", written over a horizontal line.

Edward J. Collins, Jr.
Deputy Commissioner

CORCORAN, MULLINS, JENNISON, INC.

October 4, 1979

Mr. Robert Ryan
Director
Boston Redevelopment Authority
Boston City Hall
1 City Hall Square
Boston, MA 02108

Re: Savin Hill Apartments Company

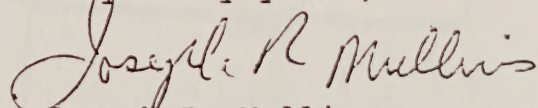
Resolution of 8 of 58 on property at 130 Auckland Street,
Boston, Mass.

Dear Mr. Ryan:

On September 28, 1979, a letter was sent from Edward J. Collins, Department of Revenue, Commonwealth of Massachusetts, to Boston Assessing Commissioner Barbara Cameron outlining the resolution of the 8 of 58 filing on the above-referenced property.

I have reviewed said letter, and Corcoran, Mullins, Jennison, Inc., agrees to accept the conditions of the resolution as they pertain to our development of 132 units of elderly housing at the site, i.e., conditions no. 4 and 5.

Very truly yours,



Joseph R. Mullins
Vice President

JRM:SB

AUCKLAND (PUBLIC 40' WIDE) STREET

